

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

IN RE:	)	CASE NO:
<b>Shirley Ann Jones</b>	)	
	)	Chapter 13
SSN(s): <u>xxx-xx-0997</u>	)	
<u>712 Pam Drive</u>	)	
<u>Tyler, Texas 75703</u>	)	
	)	
	)	
Debtor	)	

**You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and/or by setting the interest rate on your claim.**

**CHAPTER 13 PLAN**

Debtor or Debtors (hereinafter called "Debtor") proposes this Chapter 13 Plan:

1. **Submission of Income.** Debtor submits to the supervision and control of the Chapter 13 Trustee ("Trustee") all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.

2. **Plan Payments and Length of Plan.** Debtor will pay the sum of \$285.00 per month to Trustee by ☒ Payroll Deduction(s) or by ☐ Direct Payment(s) for the period of 58 months, unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months. See 11 U.S.C. §§ 1325(b)(1)(B) and 1325(b)(4). Each pre-confirmation plan payment shall be reduced by any pre-confirmation adequate protection payment(s) made pursuant to Plan paragraph 6(A)(i) and § 1326(a)(1)(C).

The following alternative provision will apply if selected:

☐ Variable Plan Payments

Beginning Month	Ending Month	Amount of Monthly Payment	Total
<b>1 (12/28/2016)</b>	<b>58 (09/28/2021)</b>	<b>\$285.00</b>	<b>\$16,530.00</b>
Grand Total:			<b>\$16,530.00</b>

3. **Payment of Claims.** The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. Allowed claims shall be paid to the holders thereof in accordance with the terms thereof. From the monthly payments described above, the Chapter 13 Trustee shall pay the following allowed claims in the manner and amounts specified. Claims filed by a creditor designated as secured or priority but which are found by the Court to be otherwise shall be treated as set forth in the Trustee's Recommendation Concerning Claims.

4. **Administrative Claims.** Trustee will pay in full allowed administrative claims and expenses pursuant to § 507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

(A). **Trustee's Fees.** Trustee shall receive a fee for each disbursement, the percentage of which is fixed by the United States Trustee.

(B). **Debtor's Attorney's Fees.** The total attorney fee as of the date of filing of the petition is \$4,000.00. The amount of \$300.00 was paid prior to the filing of the case. The balance of \$3,700.00 will be paid ☒ from first funds upon confirmation, or in the alternative ☐ from the remaining balance of funds available after specified monthly payments. The total attorney fees are subject to reduction by notice provided in the Trustee's Recommendation Concerning Claims to an amount consistent with LBR 2016(h) absent a certification from debtors attorney regarding legal services provided pertaining to automatic stay litigation occurring in the case.

Case No:

Debtor(s): **Shirley Ann Jones****5. Priority Claims.****(A). Domestic Support Obligations.**☒ None. If none, skip to Plan paragraph 5(B).

(i). Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.

(ii). The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).

(iii). Anticipated Domestic Support Obligation Arrearage Claims

(a). Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

☒ None; or

(a) Creditor (Name and Address)	(b) Estimated arrearage claim	(c) Projected monthly arrearage payment
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(b). Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

☒ None; or

Claimant and proposed treatment:

(a) Claimant	(b) Proposed Treatment
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(B). **Other Priority Claims (e.g., tax claims).** These priority claims will be paid in full, but will not be funded until after all secured claims, lease arrearage claims, and domestic support claims are paid in full.

(a) Creditor	(b) Estimated claim
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**6. Secured Claims.****(A). Claims Secured by Personal Property Which Debtor Intends to Retain.**(i). **Pre-confirmation adequate protection payments.** Unless the Court orders otherwise, no later than 30 days after the date of the filing of this plan or the order for relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to § 1326(a)(1)(C). If the Debtor elects to make such adequate protection payments on allowed claims to the Trustee pending confirmation of the plan, the creditor shall have an administrative lien on such payment(s), subject to objection. If Debtor elects to make such adequate protection payments directly to the creditor, Debtor shall provide evidence of such payment to the Trustee, including the amount and date of the payment, as confirmation is prohibited without said proof.

Debtor shall make the following adequate protection payments:

☐ directly to the creditor; or☒ to the Trustee pending confirmation of the plan.

(a) Creditor	(b) Collateral	(c) Adequate protection payment amount
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Case No:

Debtor(s): **Shirley Ann Jones****Prestige Financial Svc****2012 Toyota Yaris****\$81.25**

(ii). **Post confirmation payments.** Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b). If Debtor elects to propose a different method of payment, such provision is set forth in subparagraph (c).

(a). **Claims to Which § 506 Valuation is NOT Applicable.** Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. See § 1325(a)(5). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the amount of the claim in column (d) with interest at the rate stated in column (e). Upon confirmation of the plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

☒ None; or

(a) Creditor; and (b) Collateral	(c) Purchase date	(d) Estimated Claim	(e) Interest rate	(f) Monthly payment
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(b). **Claims to Which § 506 Valuation is Applicable.** Claims listed in this subsection consist of any claims secured by personal property not described in Plan paragraph 6(A)(ii)(a). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the replacement value as stated in column (d) or the amount of the claim, whichever is less, with interest at the rate stated in column (e). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

☐ None; or

(a) Creditor; and (b) Collateral	(c) Purchase date	(d) Replacement value	(e) Interest rate	(f) Monthly payment
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**Prestige Financial Svc**  
**2012 Toyota Yaris**

**09/30/2013****\$6,500.00****4.25%****\$139.85**

(B). **Claims Secured by Real Property Which Debtor Intends to Retain.** Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

(a) Creditor; and (b) Property description	(c) Estimated pre-petition arrearage	(d) Interest rate	(e) Projected monthly arrearage payment
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**Seterus**  
**Debtor's Homestead**

**\$3,500.00****0.00%****\$67.31**

Case No:

Debtor(s): **Shirley Ann Jones**

(C). **Surrender of Collateral.** Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any involuntary repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order, unless the automatic stay no longer applies under § 362(c). Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

(a) Creditor	(b) Collateral to be surrendered
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(D). **Void Lien:** The secured creditors listed below hold a non-purchase money, non-possessory security interest on Debtor's exempt property. Their lien will be voided pursuant to 11 U.S.C. § 522(f) and their claim treated as unsecured and paid pursuant to paragraph 7 below:

Name of Creditor	Collateral Description	Estimated Claim
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7. **Unsecured Claims.** Debtor estimates that the total general unsecured debt not separately classified in Plan paragraph 12 is \$54,597.92. After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of \$404.59. Trustee is authorized to increase this dollar amount if necessary, in order to comply with the applicable commitment period stated in paragraph 2 of this Plan.

8. **Executory Contracts and Unexpired Leases.** All executory contracts and unexpired leases are assumed, unless rejected herein. Payments due after the filing of the case will be paid directly by Debtor (c) or through the plan by the Trustee (d), as set forth below.

Debtor proposes to cure any default by paying the arrearage on the assumed leases or unexpired contracts in the amounts projected in column (e) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases of personal property are rejected upon conclusion of the confirmation hearing.

☒ None; or

(a) Creditor; and (b) Nature of lease or executory contract	(c) Payment to be paid directly by Debtor	(d) Payment to be paid through plan by Trustee	(e) Projected arrearage monthly payment through plan (for informational purposes)
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9. **Property of the Estate.** Upon confirmation of this plan, title of the property of the estate shall vest in DEBTOR(S), unless the Court orders otherwise.

10. **Post-petition claims.** The DEBTOR(S) will not incur any post-petition consumer debt except upon written approval of the Court or the Standing Chapter 13 Trustee. Post-petition claims will be allowed only as specified in 11 U.S.C. § 1305.

11. **General Provisions.** Post-Petition earnings during the pendency of this case shall remain property of the estate notwithstanding section 1327. Any remaining funds held by the Trustee after dismissal or conversion of a confirmed plan may be distributed to creditors pursuant to these provisions. Notwithstanding section 1329(a), the Trustee may bring a motion anytime within the applicable commitment period of the Plan to modify debtor's Plan to meet the criteria of section 1325(b). Any funds sent to the debtor(s) in care of the Trustee, during the pendency of this case may be deposited to the debtor's account and disbursed to creditors holding allowed claims pursuant to this Plan, the Confirmation Order, and/or as set forth in the Trustee's Recommendation Concerning Claims.

Case No:

Debtor(s): **Shirley Ann Jones****12. Other Provisions:****(A). Special classes of unsecured claims.**

Name of Unsecured Creditor	Remarks
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**(B). Other direct payments to creditors.**

Name of Creditor	Remarks
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**Seterus****Mortgage Note****(C). Additional provisions.****Tax Returns and Refunds**

All future refunds which the Debtor(s) receive during the term of the plan, starting with the tax refund, if any, to be received in the tax year 2016, shall be turned over to the Chapter 13 Trustee within ten (10) days of receipt of such, to the extent said refunds exceed \$ 2,400.00, and shall be added to the plan base. Whether or not a tax refund is due, Debtor(s) shall provide a copy of their tax return to the Trustee within ten (10) days of filing such during the term of the Plan.

**Trustee's Recommendation Concerning Claims**

Notwithstanding any provision herein to the contrary, the deadline for the Trustee to file the Trustee's Recommendation Concerning Claims, as well as the deadline for filing objections to the Trustee's Recommendation Concerning claims and objections to claims shall be governed by Local Bankruptcy Rule 3015(g).

**Timing of Trustee Fees**

Notwithstanding any other provision in the Plan, the Trustee shall receive a fee as allowed pursuant to the provisions of the 28 U.S.C. 586 (e) (2) in the percentage amount as fixed by the United States Trustee.

**Replacement Value Not Set at Confirmation**

Notwithstanding any provision herein to the contrary, the value(s) of the collateral securing the claims, if any, as set forth in paragraph 6(A)(ii)(b) of this Chapter 13 Plan are not determined upon the entry of this Confirmation Order, unless an agreement regarding such value is attached to this Order. In the absence of any such attachment, such value shall be established pursuant to each creditor's secured proof of claim pertaining to any such collateral, subject to subsequent modification be the entry of an order resolving any objection to such secured proof of claim or resolving a party's separate motion to value the particular collateral pursuant to 11 USC 506 and Bankruptcy Rule 3012

Special Note: This plan is intended as an exact copy of the recommended form prepared by the Standing Chapter 13 Trustees for this District, except as to any added paragraphs after paragraph 11 above. The Chapter 13 trustee shall be held harmless for any changes in this plan from the recommended form dated July 1, 2005.

Date: **November 28, 2016****/s/ Shirley Ann Jones**

Shirley Ann Jones, Debtor

**/s/ GORDON MOSLEY**

GORDON MOSLEY, Debtor's Attorney

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

IN RE: **Shirley Ann Jones**

*Debtor*

CASE NO.

CHAPTER **13**

*Joint Debtor*

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on November 28, 2016, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

**/s/ GORDON MOSLEY**

GORDON MOSLEY  
Bar ID:00791311  
Gordon Mosley  
4411 Old Bullard Rd  
Suite 700  
Tyler, TX 75703

Ad Astra Recovery  
7153  
7330 W 33rd St Ste 118  
Wichita, KS 67205

Americredit  
PO Box 183853  
Arlington, TX 76096-3853

Atlas Credit Company  
1079  
2210 W Grande Blvd  
Tyler, TX 75703

Afni  
7163  
PO Box 3427  
Bloomington, IL 61702

Asset Acceptance  
PO Box 2036  
Warren, MI 48090

Attorney General of Texas  
Taxation Div - Bankruptcy  
Box 12548 Capitol Station  
Austin Texas 78711

Ameri Credit  
PO Box 183853  
Arlington, TX 76096

AT&T  
7163  
PO Box 105068  
Atlanta, GA 30348-5068

Austin Finance Company  
1122  
414 W Locust St  
Tyler, TX 75702

American InfoSource LP as agent for  
DirecTV, LLC  
Mail Station N387  
2230 E. Imperial Hwy  
El Segundo, CA 90245-3504

Atlas Acquisitions  
Attn: Avi Schild  
294 Union St.  
Hackensack, NJ 07601

B&F Finance  
3372  
210 West Erwin  
Tyler, TX 75702

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

IN RE: **Shirley Ann Jones***Debtor*

CASE NO.

CHAPTER **13***Joint Debtor***CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Balance Credit  
PO Box 141989  
Irving, TX 75014

Convergent Outsourcing, Inc  
0661  
PO Box 9004  
Renton, WA 98057

Dyck Oneal Inc  
9832  
15301 Spectrum Dr  
Addison, TX 75001

Barrett Daffin Frappier, et al  
1900 St. James Place, Ste. #500  
Houston, TX 77056

Crd Prt Assoc.  
8525  
Attn: Bankruptcy  
PO Box 802068  
Dallas, TX 75380

Enhanced Recovery Corp  
6636  
Attention: Client Services  
8014 Bayberry Rd  
Jacksonville, FL 32256

Barrett, Daffin, Frappier, et al  
15000 Surveyor Blvd., Ste #100  
Addison, TX 75001

Credit One Bank Na  
0879  
PO Box 98873  
Las Vegas, NV 89193

First Choice Power  
0661  
PO Box 659612  
San Antonio, TX 78265

Cavalry Portfolio  
500 Summit Lake Dr. Ste 400  
Valhalla, NY 10595

Credit Systems Intl In  
5036  
1277 Country Club Ln  
Fort Worth, TX 76112

First Premier Bank  
6041  
601 S Minneaplois Ave  
Dious FDalls, SD 57104

Cbe Group  
4400  
131 Tower Park Dri  
Waterloo, IA 50704

D&B Finance, LLC  
Victory Management Svcs.  
4305 Windsor Centre Trail  
Suite 200  
Flower Mound, TX 75028-1867

GM Financial  
2042  
PO Box 181145  
Arlington, TX 76096

Christus Trinity Mother Frances  
PO Box 844787  
Dallas TX 75284-4787

Diversified Consultant  
0501  
DCI  
PO Box 551268  
Jacksonville, FL 32255

Gold Star  
9955  
612 W Main  
Denison, TX 75020

Citimortgage  
1000 Technology Drive  
O'Fallon, MO 63368

Donna Wilkinson  
Barrett Daffin Frappier Turner & Engel  
15000 Surveyor Blvd  
Addison, TX 75001

Gold Star  
9955  
612 W Main St  
Denison, TX 75020

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

IN RE: **Shirley Ann Jones***Debtor*

CASE NO.

CHAPTER **13***Joint Debtor***CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Internal Revenue Service  
Bankruptcy Department  
P.O. Box 7346  
Philadelphia, PA 19101-7346

LVNV Funding LLC it successors &  
assigns  
assignee of Citibank  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603

Optimum Outcomes, Inc  
5651  
2651 Warrenville Rd Ste 500  
Suite 400  
Downers Grove, IL 60515

Internal Revenue Service  
Centralized Insolvency Operations  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Mer&pro Cr B  
3496  
Po Box 140675  
Austin, TX 78714

Optimum Outcomes, Inc  
1618  
2651 Warrenville Rd Ste 500  
Suite 400  
Downers Grove, IL 60515

James Hogan  
AmeriCredit Financial Services  
4000 Embarcadero Drive  
Arlington, TX 76014

Mer&pro Credit Bureau  
0319  
Po Box 140675  
Austin, TX 78714

Optimum Outcomes, Inc  
9746  
2651 Warrenville Rd Ste 500  
Suite 400  
Downers Grove, IL 60515

Jefferson Capital Systems, LLC  
PO Box 7999  
Saint Cloud, MN 56302

Meta Bank / Fingerhut  
1321  
PO Box 3700  
St. Cloud, MN 56395-3700

Portfolio Recovery Associates, LLC  
PO Box 41067  
Norfolk, VA 23541-1067

John Talton  
110 North College Avenue  
Tyler, TX 75702

National Credit Adjusters, Llc  
1888  
327 W 4th Ave  
PO Box 3023  
Hutchinson, KS 67504

PRA Receivables Management, LLC  
PO Box 41067  
Norfolk, VA 23541

Laurie Spindler Huffman  
Linebarger, Goggan, Blair & Sampson  
2777 N. Stemmons Frwy Suite 1000  
Dallas, TX 75207

NRC  
4294  
6491 Peachtree Industrial Blvd  
Atlanta, GA 30362

Prestige Financial Svc  
xxx2893  
Attn: Bankruptcy  
1420 South 500 West  
Salt Lake City, UT 84115

LVNV Funding LLC it successors &  
assigns  
assignee of Arrow Financial Svcs  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603

Nrthn Resol  
8123  
Po Box 566  
Amherst, NY 14226

Professional Credit Services  
0929  
400 International Way  
Springfield, OR 97477



**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

IN RE: **Shirley Ann Jones***Debtor*

CASE NO.

CHAPTER **13***Joint Debtor***CERTIFICATE OF SERVICE**

(Continuation Sheet #3)

Quatum3 Group, LLC  
agent for Funding LLC  
PO Box 788  
Kirkland, WA 98083-0788

Shirley Ann Jones  
712 Pam Drive  
Tyler, Texas 75703

State Comp of Public Accts  
ATTN: Bankruptcy Section  
PO Box 13528  
Austin Texas 78711

Quatum3 Group, LLC  
agent for NCEP  
PO Box 788  
Kirkland, WA 98083-0788

Smith County Appraisal District  
245 SSE Loop 323  
Tyler, TX 75702-6456

Steve Turner  
Barrett Daffin Frappier Turner & Engell  
15000 Surveyor Blvd., Ste. 100  
Addison, TX 75001

Recovery Management Systems Corp.  
25 SE 2nd Avenue, Suite 1120  
Miami, FL 33131  
Attention: Ramesh Singh

Smith County Tax Assessor-Collector  
Gary B. Barber  
PO Box 2011  
Tyler, TX 75702

Texan Credit Corp. of Tyler  
211  
305 W Front St.  
Tyler, TX 75702

RJM Aquisitions, L.L.C.  
575 Underhill Blvd. Ste 224  
Syosset, NY 11791

Speedy Cash  
7153  
3611 North Ridge Road  
Wichita, KS 67205

Texas Cash Finance  
3208  
112 West Erwin Street  
Tyler, TX 75702

Santander Consumer USA, Inc.  
8585 N. Stemmons Frwy Ste 1100 N.  
Dallas, TX 75247-3822

Speedy Cash  
Customer Relations  
8400 E. 32nd Street North  
Wichita, KS 67226

Texas Workforce Commission  
Attn: Bankruptcy Information  
101 E 15th St  
Austin Texas 78778-0001

Santander Consumer USA, Inc.  
PO Box 961245  
Ft. Worth, TX 76161-0244

Speedy Cash  
PO Box 780408  
Wichita, KS 67278

Toledo Finance  
4313  
3821 Juniper Trace, Suite 209  
Austin, TX 78738

Seterus  
PO Box 1077  
Hartford, CT 06143-1077

Speedy Cash  
PO Box 780408  
Wichita, KS 67278-0408

TXU/Texas Energy  
5935  
TXU/Bankruptcy  
PO Box 650393  
Dallas, TX 75265

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

IN RE: **Shirley Ann Jones**

*Debtor*

CASE NO.

CHAPTER **13**

*Joint Debtor*

**CERTIFICATE OF SERVICE**

(Continuation Sheet #4)

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United States Attorney  
110 N College  
Suite 700  
Tyler Texas 75702

United States Attorney General  
Eric H. Holder  
U.S. Department of Justice  
950 Pennsylvania Ave. NW  
Washington, DC 20530-0001

Vion Holdings LLC  
Jefferson Capital Systems, LLC  
PO Box 7999  
Saint Cloud, MN 56302

Virtuoso Sourcing Group  
9935  
3033 S Parkerste 1000  
Aurora, CO 80014

Western Shamrock Corporation  
Z045  
Attention: Bankruptcy  
801 S Abe St.  
San Angelo, TX 76903

World Finance  
6001  
Attn: Bankruptcy Department  
PO Box 6429  
Greenville, SC 29606

World Finance Corp.  
1729 Troup Hwy  
Tyler, TX 75701-5868